EXHIBIT G

	DURT OF CHATHAM COUNTY Dep Clerk & Color
WILLIAM DEGENHART, M D)
Plaintiffs,)
v	Civil Action No CUO-1960PR
ARTHUR STATE BANK, THE DEGENHART LAW FIRM, and PAUL AND MARY NELL DEGENHART)))
Defendants)

PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS TO ALL DEFENDANTS

COMES NOW, WILLIAM DEGENHART, M.D., the above-named Plaintiff, and requests pursuant to O.C.G.A. §9-11-36 and the Georgia Civil Practice Act Rule 36, that all Defendants admit or deny the truth of the following statements and the genuineness of the documents attached to this Request for Admissions in writing, and to file and serve a copy of the responses to Brent J. Savage, Esq., Savage, Turner, Kraeuter, Pinckney, Britt & Madison, Post Office Box 10600, Savannah, Georgia 31412, within the time prescribed by law

1

Dr William Degenhart did not sign the documents attached hereto as composite Exhibit "A"

ENTERED SMS DEC 27 2010

THIS 27 H day of December, 2010

Brent J Savage

Georgia Bar No 627450 Attorney for the Plaintiff

SAVAGE, TURNER, KRAEUTER PINCKNEY, BRITT & MADISON Post Office Box 10600 Savannah, Georgia 31412 (912) 231-1140

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	•	Ap. and to the
N W D Proporties, LLC	Congazee State Bank	20-2312659 Lost Number <u>400098508</u>
3131 Fark Street Columbia, SC 79201-1111	Nest Columbia, SC 25171	D4te 97/01/2008
		Maturity Date 06/30/2013
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		No additional advances are contemplated under this note
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		triure principal advances are contempleted
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Closed End Credit: You and I agree that I		
		et the rate of 6,800
per year until <u>Paid in Full</u>		
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above _see closing statement		
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COLUMNIA SC 39291-1122	MARC COTTONE, OF	23272	Meturity Date #8/21/2013
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			Renewal Of
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	State of S	South Carolina	Sp	ses Above This Line For Raco	roing Date
			L ESTATE MO With Future Advance		
1.	DATE AND PARTIES are as follows:	i. The date of this Mortg	age is <u>07/01/2008</u>	and the pa	rties and their addresses
	MORTGAGOR:	M N D Properties 2131 Park Street Columbia, SC 292			
		,			
	ሳ ት ም [ે Bater to તાંગ Volgando	m which is attached an	incorporated herein for add	itional Mortgagora
	LENDER:	Congares State \$18 P O. Box 3018 West Columbia, Sc			
				ifficiency of which is ackno conveys and mortgages to	
	see attached	i Exhibit "A"			
	The property is located	d m	Richland	at see attach	ed Exhibit *A*
			(County)	de Comb Camb	
-		(rese)		1a South Carole	•
(3 1	diversion payments o structures, fixtures, as above (all referred to	or third party payments nd replacements that ma as "Property"). The tem pins, reservoir sites and d	made to crop productly now, or at any time in Property also include	eral rights, oil and gas rigiters, and all existing and in the future, be part of the s, but is not limited to, an estate and all operion and v	future improvements, s resi estate described v and all water wells.

SOUTH CARACHEA- AMSCOLTWALL COMMERCIAL REAL ESTATE SECURITY INSTRUMENT DOT FOR HOME, HIS OR VA. WIS. NID NOT FOR CONSUMER INTERES. (page 1 pg B)

EXCEPTION 0 1994, 2001 Backeys Systems, inc., St. Cloud MN. Ferm ASCO-RES-SC 1/21/2003

- 3. MAXIMUM OBLIGATION LIMIT. The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 1,000,000,00 . This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuent to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms putations to this Mortgage and does not apply to soverpes for interest accrued on some advances; made course the terms of this Mortgage interest under the Note will be deferred, accrued or capitalized, however, Mortgages shall not be required to defer, accrue or capitalize any interest except as provided in the Note Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing
- 4. SECURED DEBT DEFINED. The term "Secured Debt" includes, but is not limited to, the following:
 - A The promissory note(s), contract(s), guaranty(les) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt) (e.g., borrower's name, nate amount, interest rate, maturity date).

One note of even date in the principal amount of 500,000~00 with final payment due 08/30/2013

- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any
- promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.

 C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, isobilities for overdrafts relating to any deposit account agreement between
- Mortgagor and Lender.

 Discovering the All additional sums advanced and expenses incurred by Lender for Insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
- E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission

- PAYMENTS. Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.
- 6 WARRANTY OF TITLE, Mortgagor covenants that Mortgagor is lawfully selzed of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unancumbered, except for encumbrances of record
- 7 CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assassments, liena, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment, Mortgagor will defend title to the Property against any claims that would impair the lien of this Mortgage, Mortgagor agrees to assign to Lander, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.
- 8. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lies document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all coverants. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing,
- 9 DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property However, if the Property includes Mortgegor's residence, this section shall be subject to the restrictions imposed by federal law (12 C F R 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.

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- 10. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lander may demand immediate payment if (1) a beneficial interest in Mortgagor is sold or transferred; [2] there is a change in either the identity or number of members of a partnership or similar entity, or [3] there is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity. However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Mortgage.
- 11 ENTITY WARRANTIES AND REPRESENTATIONS. If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lander the following warranties and representations which shall

be continuing as long as the Secured Daht remains outstanding:

A. Mortgegor is an entity which is duly organized and validly existing in the Mortgegor's state of incorporation (or organization). Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates

B The execution, delivery and performance of this Mortgage by Mortgager and the obligation evidenced by the Evidence of Debt are within the power of Mortgager, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency

- C Other than disclosed in writing Mortgagor has not changed its name within the last tan years and has not used any other trade or fictitious name. Without Lander's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is
- 12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION Mortgagor will keep the Property in good condition and make PROPERTY CONTRITION, ALTERATIONS AND RESPECTION Mortgagor will keep the Property in good condition and make all repeirs that are reasonably necessary. Mortgagor will give Lender prompt notice of any loss or damage to the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor will not initiate, john in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lander's prior written consent. Mortgagor will notify Lander of all demands, proceedings, claims, and actions against Mortgagor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property Mortgagor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Mortgagor also agrees that the nature of the occupancy and use will not change without Lander's prior written consent.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove stems of personal property comprising a part of the Property that become worn or obsciete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Mortgage Mortgagor shall not partition or subdivide the Property without Lender's prior written consent, Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of Inspecting the Property Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rety on Lender's Inspection.

13. AUTHORITY TO PERFORM. If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, security agreement or other lian document that has priority over this Mortgage, Lender may, without notice, perform the duties or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property This may include completing the construction

Lender's right to perform for Mortgagor shell not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Mortgage. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the Interest rate in effect from time to time according to the terms of the Evidence of Debt.

14. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future liesees, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).

B. Rente, issues and profite, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, equidated demages following default, cancellation pramiums, "loss of rents" insurance, guest receipte, revenues, royaitles, proceeds, bonuese, accounts, contract rights, general intengibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole of any part of the Property (Rents).

In the event any item ligited as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement

Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive

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any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lander and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violeted any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law. Mortgagor will promptly notify Lender, if Mortgagor neglects or refuses to enforce compliance with the terms of the Leases the lender may at larger than the control of the Leases the sole of the leases the sole of the leases the larger may be larger to enforce compliance. terms of the Leases, then Lender may, at Lender's option, enforce compliance

Mortgagor will not subjet, modify, extend, cancel, or otherwise after the Lesses, or accept the surrender of the Property covered by the Lesses (unless the Lesses so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Lesses and Rents without Lander's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender hamiless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leasest

- 15. CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. If the Property includes a unit in a condominium or a planned unit development. Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development
- 16. DEFAULT. Mortgagori will be in default if any of the following occur
 - A. Any party obligated on the Secured Debt falls to make payment when due,
 - A breach of any term or covenant in this Mortgage, any prior mortgage or any construction loan agreement. security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured
 - The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or moorract in any material respect by Mortgagor or any person or entity obligated on the Secured Debt,

 - The death, dissolution, or medivancy of, appointment of a receiver for, or application of any debtor railed law to, Mortgagor or any person or entity obligated on the Secured Debt.

 A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired.

 A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender is its opinion believes impaired the Volume of the Property or repayment of the Secured Debt, or Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G. Exhibit M. G. Exhibit M
- 17. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Mortgage in a manner provided by law if this Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Dabt, other evidences of debt, this Mortgage and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filled shall not constitute a warver of Lender's right to require full and complete our later of the secure of the later of the secure of the later of the existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

- 18. EXPENSES: ADVANCES ON COVENANTS: ATTORNEYS' FEES; COLLECTION COSTS Except when prohibited by law, Mortgagor agrees to pay all of Lander's expenses if Mortgagor breaches any covenant in this Mortgage. Mortgagor will mortgagor agrees to pay all of Lander's expenses it Mortgagor breaches any covenant in this Mortgage Mortgagor will also pay on demand all of Lander's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, sudits, inspections or other examination by Lander in respect to the Property Mortgagor agrees to pay all costs and expenses incurred by Lander in enforcing or protecting Lander's rights and remedies under this Mortgage, including, but not limited to, atterneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finely paid, Lander agrees to release this Mortgage and Mortgagor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as parameted by low. to time, as provided in the Evidence of Debt and as permitted by law
- 19 ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES, As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9801 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive latters concerning the public health, safety, welfare, environment or a hazardous substance, and (2) "Hazardous Substance" means any toxio, radioactive or hazardous material, waste, pollutant or contaminant which has

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Unless Lender and Mortgagor otherwise agree in writing, insurence proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not isseened if the restoration or repair is not economically fessible or Lender's security would be isseened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Mortgagor if Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the dua date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Mortgegor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the axtent of the Secured Debt immediately before the acquiation

Mortgegor agrees to maintain comprehensive general fiebility insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the

Property

- C. Mortgagor egrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required excrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender
- 22. NO ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Landar funds for taxes and insurance in ascrow
- 23 FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lander may deem necessary. Mortgagor warrants that all financial statements and information. Mortgagor provides to Lender are, or will be, accurate, correct, and complete. Mortgagor agrees to sign, deliver, and file as Lander may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Mortgage and Lender's lien status on the Property if Mortgagor fails to do so, Lander may sign, deliver, and file such documents or certificates in Mortgagor's name and Mortgagor hereby irrevocably appoints Lander or Lander's agent as attorney in fact to do the things necessary to comply with this section
- 24. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duries under this Mortgage to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt, Mortgagor does not agree to be personally liable on the Secured Debt Mortgagor does not agree to be personally liable on the Secured Debt Mortgagor agrees that Lender and any party to this Mortgagor may extend, modify or make any change in the terms of this Mortgago or the Evidence of Debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Mortgage. The duties and benefits of this Mortgage shall bind and benefit the successors and assigns of Mortgagor and sealer. and benefit the successors and assigns of Mortgagor and Lender

If this Mortgage secures a guaranty between Lender and Mortgagor and does not directly secure the obligation which is guarantied, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws

- 25 APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Mortgage is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Mortgage is complete and fully integrated. This Mortgage may not be amended or modified by oral agreement. Any section or clause in this Mortgage, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement if any section or clause of this Mortgage cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the assence in this Mortgage.
- 26. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 27 WAIVER OF HOMESTEAD Except to the extent prohibited by law, Mortgagor waives all homestead exemption rights relating to the Property.

28 U	C.C.	PROVISIONS If checked; the following are applicable to, but do not limit, this Mortgage:	
		Construction Lose. This Mortgage secures an obligation incurred for the construction of an improvement on t Property.	he
		Fixture Filing. Mortgagor grants to Lander a security interest in all goods that Mortgagor owns now or in ti future and that are or will become flixtures related to the Property	he
		Crope: Timber: Minerals: Rents, Issues and Profits. Mortgagor grants to Lender a security interest in all crop timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but n limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar government programs (all of which shall also be included in the term "Property")	tai
6	Œ	programs (all of which shall also be included in the term "Property") [page 6 pt] [page 6 pt] [page 6 pt]	

characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees

that, except as previously disclosed and acknowledged in writing:

A No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or hendled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Mortgagor has not and will not cause, contribute to, or parmit the release of any Hazardous Substance on the Property

C Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property, or (2) any violation by Mortgagor or any tenent of any Environmental Law Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law

There are no underground storage tanks, private dumps or open wells located on or under the Property and no auch tank, dump or well will be added unless Lander first consents in writing

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Lew are obtained and compiled with

H Mortgagor will permit, or cause any tenant to permit, Lander or Lender's agent to enter and inspect the Property and review all records at any resconsole time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property, (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property, or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified stylingmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender, The choice of the environmental engineer who will perform such sudit is subject to Lender's approval tender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at

Mortgegor's expense.

Mortgagor's expense.

X As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of intigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Mortgage and in return Mortgagor will provide Lender with colleteral of at least equal value to the Property secured by this Mortgage without prejudice to any of

Lender's rights under this Mortgage.

Lender's rights under this Mortgage.

Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby weived.

- 20. CONDEMNATION. Mortgagor will give Lender prompt notice of any action, real or threstened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, emment domain, or any other means. Mortgagor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Mortgagor assigns to Lender the proceeds of any award or claim for democrate connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall claim for damages connected with a condemnation or other taking of all or any part of the Property, Such proceeds shall be considered payments end will be applied as provided in this Mortgage. This essignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 21 INSURANCE Mortgagor agrees to maintain insurance as follows.

 A. Mortgagor shall keep the Property insured against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location. Other hazards and risks may include, for example, coverage against loss due to floods or flooding. This insurance shall be maintained in the amounts and for the periods that Lander requires. What Lender requires pursuant to the preceding three sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lander's approval, which shall not be unreasonably withheld if Mortgagor falls to maintain the coverage described above, Lander may, at Lander's option, obtain coverage to protect Lander's rights in the Property according to the terms of this Mortgage.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals if Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender, Lender may make proof of loss if not made immediately by Mortgagor.

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Personal Property, Mortgagor grants to Lander a security interest in all personal property located on or connect with the Property. This security interest includes all farm products, inventory, equipment, accounts, document instruments, citattel paper, general intengibles, and all other items of personal property Mortgagor owns now or the future and that are used or useful in the construction, ownership, operation, management, or maintenance the Property. The term "personal property" specifically excludes that property described as "household good secured in connection with a "consumer" loan as those terms are defined in applicable federal regulation governing unfair and deceptive credit practices.
Filing As Financing Statement Mortgagor agrees and acknowledges that this Mortgage also suffices as financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient a financing statement.
29 OTHER TERMS. If Checked, the following are applicable to this Mortgage:
Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.
Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure preceding defendant against whom a personal judgment is taken or asked may, within thirty days after the sale of the mortgaged property, apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. The UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISA RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEB REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.
Separate Assignment The Mortgagor has executed or will execute a separate assignment of leases and rents the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.
Additional Terms.
SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any
attachments Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1
Actual authority was granted to the parties signing below by resolution signed and dated
Smilty Name, M N D Properties, LLC Entity Name,
(Signature) William J Degenhart (Date) (Signature) William J Degenhart (Date)
Signed Seeled and delivered in the presence of Julium 1 - Bopma (Witness)
Tefer to the Addendum which is attached and incorporated herein for additional Mortgagors, signatures and acidnowledgments.

PROBATE STATE OF	outh Carolina	, COUNTY OF	Rich land	/) ss
Mortgagor (and ea	sered before the the undersign ach Mortgagor if more than or these whose name appears as	ne) sign, seal and deliver the	foregoing Mortgage and	i that (s)he saw the that (s)he, togethe
Swom to and sub-	scribed before me this1s	atday	,	•
not July 2001	A. Bosewar	Mga	Freno Q	
My commission ex	Votery Public for South Carolina	\)	

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Exhibit A

Unit Numbers 2003, 2004, 2202 and 2203 Arborwood Horizontal Property Regime, a Horizontal Property Regime established pursuant to the South Carolina Horizontal Property Regime Act, Section 27-31-10, et. seq., 1976 South Carolina Code of Laws, as amended, and submitted by Master Deed dated April 5, 1984, recorded in the Office of the Register of Deeds for Richland County in Deed Book D-689 at page 431, and as thereafter amended from time to time

TMS#

Unit 2003 # 16783-02-59

Unit 2004 # 16783-02-60

Unit 2202 # 16783-02-49

Unit 2203 # 16783-02-48

Unite 2303, 2304, 1605, [1601, 2201, 2204, 2205, in ARBORWOOD PROPERTY REGIME, Richland County, South Carolina, a horizontal property regime established pursuant to the South Carolina Horizontal Property Regime Act, Section 27-31-10, et. seq., 1976 South Carolina Code of Laws, as emended, and submitted my Master Deed dated April 5, 1984, recorded in the Office of the Register of Mesne Conveyances for Richland County in Deed Book D689 at page 431, and as further amended from time to time.

TMS#

Unit 2303 # 16783-02-42

Unit 2304 # 16783-02-41

Unut 1605 # 16783-01-36

Unit 1601 # 16783-01-40

Unit 2201 # 16783-02-50

Umi 2204 # 16783-02-47

Unit 2205 # 16783-02-46

Unit Number 2305 Arborwood Herizontal Property Regime, a Honzontal Property Regime established pursuant to the South Carolina Honzontal Property Regime Act, Section 27-31-10, et. seq., 1976 South Carolina Code of Laws, as amended, and submitted by Master Deed dated April 5, 1984, recorded in the Office of the Register of Deeds for Richland County in Deed Book D-689 at page 431, and as thereafter smended from time to time.

TMS# 16783-02-40

Unit Numbers 1801, 1803, 1804, 1806, 2301, and 2386 in Arborwood Horizontal Property Regime, a Horizontal Property Regime established pursuant to the South Carolina Horizontal Property Regime Act, Section 27-31-10, et. seq., 1976 South Carolina Code of Laws, as amended, and submitted by Master Deed dated April 5, 1984, recorded in the Office of the Register of Deeds for Richland County in Deed Book D-689 at page 431, and as thereafter arounded from time to time.

TMS#

Unit 1801 # 16783-01-25

Uppt 1803 # 16783-01-27

Unit 1804 # 16783-01-28

Unit 1806 # 16783-01-30

Umi 2301 # 16783-02-44

Unit 2306 # 16783-02-39

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	This decument was	prepared by (name, address, Congaree State Bank P O Box 3018 West Columbia, SC 2		Book 1444-3006 200053596 67/07/2008 16:11 22:583 Fee \$15:00 County Tax 50:00 - 2008053898 Richard W Rodelleri	Nertunga State Tax.\$4 00 Richland County ROD
	State of (South Carolina		Space Above This Line For R	scording Data
		REAL E		ORTGAGE	•
1	DATE AND PARTIES are as follows	S. The date of this Mortgage i	s <u>07/01/20</u>	DB and the	parties and their addresses
	MORTGAGOR	M N D Properties, L 2131 Park Street Columbia, SC 29201-		•	
	;	☐ Refer to the Addendum wi	nch is attached	and incorporated herein for a	additional Mortgagors
	LENDER.	Congaree State Bank P O. Box 3018 West Columbia, SC 29	171		
2.	the Secured Debt (F	od and valuable consideration, nemafter defined), Mortgagor d Exhibit "A"	the receipt and grants, bargai	i sufficiency of which is acl as, conveys and mortgage	inowledged, and to secure to Lender the following
	The property is locate	of m <u>R (</u>			
	TAG	dress)	Colu	mbia , South Ca	rolina 29209 iZio Codel
	Together with all rig diversion payments structures, fixtures, a above (all referred to	ints, easements, appurtenanc or third party payments ma not replacements that may not as "Property") The term Pr oirs, reservoir sites and dams	es, royalties, r de to crop pro ow, or at any ti operty also incl	nineral nghts, oil and gas ducers, and all existing a me in the future, be part of udes, but is not limited to,	rights, crops, timber, all nd future improvements, the real estate described any and all water wells,
		(Journal Parial Real Estate Sectionity Nastr Nasra Systems, Inc., Bt. Cloud MN Form Ad			The state of the s

- 3. MAXIMUM OBLIGATION LIMIT. The total principal amount of the Secured Debt (hereafter defined) secured by this This limitation of amount does not include Mortgage at any one time shell not exceed \$ 1,000,000.00 Interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage Interest under the Note will be deferred, accrued or capitalized, however, Mortgages shall not be required to defer, accrue or capitalize any interest except as provided in the Note. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate wirting
- SECURED DEBT DEFINED The term "Secured Debt" includes, but is not limited to, the following: A. The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt) (e.g., borrower's name, note amount, interest rate,

One note of even date in the principal amount of 500,000 00 with final payment due 06/30/2013

B All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt

All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between

Mortgagor and Lenter
All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the
Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this
Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any
Mortgage securing, guarantying, or otherwise relating to the debt Mortgagor and Lender

If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt of Lender falls, with respect to such other debt, to make any required disclosure about this Mortgage or if Lander fails to give any required notice of the right of rescission.

- 5. PAYMENTS. Mortgagor agrees to make all payments on the Secured Dabt when due and in eccordance with the terms of the Evidence of Debt or this Mortgage.
- 6 WARRANTY OF TITLE. Mortgagor covenants that Mortgagor is lawfully selzed of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record
- 7. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rants, utilities, and other charges relating to the Property when due Lander may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend this to the Property against any claims that would impair the fien of this Mortgagor agrees to assign to Lander, as requested by Lander, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.
- 8. PRIOR SECURITY INTERESTS. With regard to any other mortgage, dead of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this

Mortgage, Mortgagor agrees.

A. To make all payments when due and to perform or comply with all covenants.

- To promptly deliver to Lender any notices that Mortgagor receives from the holder.

 Not to make or parmit any modification or extension of, and not to request or eccept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing
- DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sele, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.

Was Confed as

- 10 TRANSFER OF AN INTEREST IN THE MORTGAGOR, if Mortgagor is an entity other than a natural parson (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold or transferred, (2) there is a change in either the identity or number of members of a partnership or similar entity, or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity. However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Mortgage
- 11. ENTITY WARRANTIES AND REPRESENTATIONS If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lander the following warranties and representations which shall

corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding.

A Mortgagor is an entity which is duly organized and validity existing in the Mortgagor's state of incorporation (or organization). Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.

B The execution, delivery and performance of this Mortgagor by Mortgagor and the obligation evidenced by the Evidence of Cebt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.

C. Other than disclosed in writing Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will crossing its existing name, trade names and franchises until the Secured Debt is

- any other name and will preserve its existing name, trade names and franchises until the Secured Debt is
- 12, PROPERTY CONDITION, ALTERATIONS AND INSPECTION Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will give Lander prompt notice of any loss or damage to the Property Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor will not initiate, join in or consent to any change in any private restrictive coverant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Mortgagor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property Mortgagor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent respectively will be remove, terribusing personal property compasing a part of the Property that become worm or obsciete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Mortgage. Mortgagor shall not pertition or subdivide the Property without Lender's prior written consent. Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lander's benefit and Mortgagor will in no way rely on Lander's Inspection

13 AUTHORITY TO PERFORM. If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Mortgage, Lender may, without notice, perform the duties or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lander's security interest in the Property. This may include completing the construction.

Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not precide Lender from exercising any of Lender's other rights under the law or this Mortgage. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time seconding to the terms of the Evidence of Debt

14 ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property)

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases)

B. Rents, Issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement

Mortgagor will promptly provide Lander with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents dus in futura lesse periods, unless Mortgagor first obtains Lander's written consent. Upon default, Mortgagor will receive

any Rents in trust for Lander and Mortgagor will not commingle the Rents with any other funds. When Lander so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and lendlords and tenants Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law if Mortgagor or any party to the Lease defaults or falls to observe any applicable law, Mortgagor will promptly notify Lender if Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Mortgagor will not subjet, modify, extend, cancel, or otherwise after the Leases, or accept the surrender of the Property mortgagor will not subjet, moonly, extend, cardes, or otherwise after the Leases, or accept the surjected in the Property covered by the Leases (unless the Leases so require) without Lander's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lander does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligance or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

- 15, CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development

- 16 DEFAULT, Mortgagor will be in default if any of the following occur

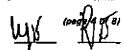
 A Any party obligated on the Secured Dabt falls to make payment when due,

 B A breach of any term or covenant in this Mortgage, any prior mortgage or any construction loan agreement,

 Secured security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt.
 - The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt,
 - D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to. Mortgagor or any person or entity obligated on the Secured Debt.
 E. A good faith belief by Lender at any time that Landar is insecure with respect to any person or entity obligated on
 - the Secured Dabt or that the prospect of any payment is impaired or the value of the Property is impaired,
 - A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt, or
 - G Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly crodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C F R Part 1940, Subpart G, Exhibit M
- 17. REMEDIES ON DEFAULT In some Instances, federal and state law will require Lender to provide Mortgagor with notice of the right to curs, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these immations, if any, Lender may accelerate the Secured Debt and foreclose this Mortgage in a manner provided by law if this Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become At the option of Lander, all or any part of the agreed reas and charges, accruso interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter in addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Dabt, other evidences of debt, this Mortgege and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lander is antitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Secured Data after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a warver of Lander's right to require full and complete cure of any existing default. By not exercising any remedy on Mortgegor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

- 18. EXPENSES: ADVANCES ON COVENANTS: ATTORNEYS' FEES, COLLECTION COSTS Except when prohibited by law, EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FRES, COULECTION COSTS Except With prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor braches any covenant in this Mortgago. Mortgagor will also pay on demand all of Lender's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Lender in respect to the Property. Mortgagor agrees to pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights and remedies under this Mortgage, including, but not limited to, attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Mortgage and Mortgagor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law
- 19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U S C. 9601 et asq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, walfare, environment or a hazardous substance, and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which her



characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous meterial," "toxic substances," "hezerdous waste" or "hezerdous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing

A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance

with all applicable Environmental Law

Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property in such an event, Mortgagor will take all necessary remedial

action in accordance with Environmental Law

O Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under no about the Property, or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lenders and the substance of the subst writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding in such an event, Lender has the right, but not the obligation, to participate in any such proceeding Including the right to receive copies of any documents relating to such proceedings.

E. Mortgegor and every tenant have been, are and shall remain in full compliance with any applicable Environmental

There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property Mortgagor will parmit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property, or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lander's approval Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's approval.

Mortgagor's expense

- K As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, fiabilities, damages, cleanup, response and remediation costs, penaities and expenses, including without limitation all costs of intigetion and attorneys' feas, which Lender and Lender's successors or assigns may sustain, and (2) at Lender's discretion, Lender may release this Mortgage and in return Mortgagor will provide Lander with collected of at least equal value to the Property secured by this Mortgage without projudice to any of ender's rights under this Mortgege.
- L. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Lander or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived
- 20. CONDEMNATION, Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public entitles to purchase or take any or all of the Property, including any assements, through condemnation, eminent domain, or any other means. Mortgagor further agrees to notify Lender of any proceedings unatituded for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to rectigator authorizes between to intervene in mortgagor's name in any or the above described actions or claims and to collect and receive all sums resulting from the action or claim. Mortgagor assigns to Lender the proceeds of any sward or claim for demages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Mortgage. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. INSURANCE. Mortgagor agrees to maintain insurance as follows:

A Mortgagor afrees to maintain insurance as follows:

A Mortgagor shall keep the Property insurance as follows:

Mortgagor shall keep the Property insurance against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location. Other hazards and risks may include, for example, coverage against loss due to floods or flooding. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding three sentences can change during the term of the Secured Debt. The insurance carrier providing the maurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor falls to maintain the coverage described above, Lender may, at Lander's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Mortgage.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payes clause" Mortgagor shall immediately notify Lender of cancellation of termination of the insurance. Lender shall have the right to hold the policies and ranewals, if Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and ranewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor

Wr (making)

Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened if the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt Immediately before the acquisition.

Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property

C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lander, in an amount equal to at least coverage of one year's dabt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender

- 22. NO EBCROW FOR TAXES AND INSURANCE Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in accrow
- 23 FINANCIAL REPORTS IAND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem necessary. Mortgagor warrants that all financial statements and information Mortgagor provides to Lender are, or will be, accurate, correct, and complete. Mortgagor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Mortgago and Lender's lien status on the Property. If Mortgagor falls to do so, Lender may sign, deliver, and file such documents or certificates in Mortgagor's name and Mortgagor hereby irrevecably appoints Lender or Lender's agent as attorney in fact to do the things necessary to comply with this section.
- 24 JOINT AND INDIVIDUAL LIABRITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Mortgage are joint and individual if Mortgagor signs this Mortgage but does not sign the Evidence of Debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. Mortgagor agrees that Lender and any parry to this Mortgage may extend, modify or make any change in the terms of this Mortgage of Debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Mortgage. The duties and benefits of this Mortgage shall bind and benefit the successors and assigns of Mortgagor and Lender.

if this Mortgage secures a guaranty batween Landar and Mortgagor and does not directly secure the obligation which is guarantied, Mortgagor egrees to weive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation including, but not limited to, enti-deficiency or one-action laws

- 25 APPLICABLE LAW; SEVERABILITY, INTERPRETATION. This Mortgage is governed by the lews of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Mortgage is complete and fully integrated. This Mortgage may not be amended or modified by oral agreement. Any section or clause in this Mortgage, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Mortgage cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the rememder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.
- 26. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mall to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deamed to be notice to all mortgagors.
- 27. WAIVER OF HOMESTEAD Except to the extent prohibited by law, Mortgagor waives all homestead exemption rights relating to the Property

_] ,	PROVISIONS if checked, the following are applicable to, but do not limit, this Mortgage. Construction Loan. This Mortgage secures an obligation incurred for the construction of an improvement on the Property
		Fixture Filing Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
Ε	1	Crope; Timber; Minerale; Rents, Issues and Profits. Mortgagor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PiK) payments and similar governmental programs (all of which shall also be included in the term "Property")

2

	Personal Property. Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equapment, accounts, decuments, instruments, chattel paper, general intengibles, and all other Items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
	Filing As Financing Statement Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient as a financing statement.
29 OTHE	R TERMS. If checked, the following are applicable to this Mortgage.
	Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero belance, this Mortgage will remain in effect until released.
X	Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may, within thirty days after the sale of the mortgaged property, apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. The UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.
	Separate Assignment. The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security instrument's "Assignment of Leases and Rents" section
	Additional Terms
signatur	ES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any
attachr	nents Mortgagor also acknowledges receipt of a copy of this Mortgage on the data stated above on Page 1
☐ Act	ual authority was granted to the parties signing below by resolution signed and dated
(Signetu	Sealed and delivered in the presence of Security A. Benow
☐ Rei aci	er to the Addendum which is attached and incorporated herein for additional Mortgagors, algorithms and incorporated herein for additional Mortgagors, algorithms and incoviedgments.

Experience C 1894, 2001 Bunkers Systems, Inc., St. Cloud, MN Form AGCC ASS-SC 1/21/2003

(page 7 of 8)

STATE OF _ South Carolina	, county of <i>Richlance</i>) ss
Personally appeared before me the undersigned witner Mortgagor (and each Mortgagor if more than one) sign, a with the other witness whose name appears as a witness	ss who, being duly sworn, deposed and said that (s)he saw the seal and deliver the foregoing Mortgage and that (s)he, togethe
Sworn to and subscribed before me this	day ,
of July, 2008 // White S. Sopera- Notary Public for Soluth Carolina	ellayaan Dubon
My commission expires: July 11, 20 11	_

Up confings

Exhibit A

Unit Numbers 2003, 2004, 2202 and 2203 Arborwood Horizontal Property Regime, a Honzontal Property Regime established pursuant to the South Carolina Horizontal Property Regime Act, Section 27-31-10, et. seq., 1976 South Carolina Code of Laws, as amended, and subconted by Master Deed dated April 5, 1984, recorded in the Office of the Register of Deeds for Richland County in Deed Book D-689 at page 431, and as thereafter amended from time to time.

Unit 2003 # 16783-02-59

Unit 2004 # 16783-02-60

Unit 2202 # 16783-02-49

L/nit 2203 # 16783-02-48

Unit: 2303, 2304, 1605, 1601, 2201, 2204, 2205, in ARBORWOOD PROPERTY REGIME, Richland County, South Carolina, a horizontal property regime established pursuant to the South Carolina Horizontal Property Regime Act, Section 27-31-10, et. seq , 1976 South Carolina Code of Laws, as amended, and submitted my Master Deed dated April 5, 1984, recorded in the Office of the Register of Mesne Conveyances for Richland County in Deed Book D689 at page 431, and as further amended from time to time.

TMS#

Unit 2303 # 16783-02-42

Unit 2304 # 16783-02-41

Unit 1605 # 16783-01-36

Unit 1601 # 16783-01-40

Unit 2201 # 16783-02-50

Linit 2204 # 16783-02-47

Unit 2205 # 16783-02-46

Unit Number 2305 Arberwood Horizontal Property Regime, a Horizontal Property Regime established pursuant to the South Carolina Horizonial Property Regime Act, Section 27-31-10, et. sec, 1976 South Carolina Code of Laws, as smended, and submitted by Master Dood dated April 5, 1984, recorded in the Office of the Register of Deeds for Richland County in Deed Book D-689 at page 431, and as thereafter amended from time to time.

TMS# 16783-02-40

Unit Numbers 1801, 1803, 1804, 1806, 2381, and 2306 m Arborwood Horizontal Property Regime, a Horizontal Property Regume established pursuant to the South Carolina Horizontal Property Regume Act, Section 27-31-10, et. seq., 1976 South Carolina Code of Laws, as amended, and submitted by Master Deed dated April 5, 1984, recorded in the Office of the Register of Deeds for Richland County in Deed Book D-689 at page 431, and as thereafter amended from time to time

TMS#

Unit 1801 # 16783-01-25

Unit 1803 # 16783-01-27

Unit 1804 # 16783-01-28

Unit 1806 # 16783-01-30

Unit 2301 # 16783-02-44

Unit 2306 # 16783-02-39

This being the same property conveyed to MND Properties, LLC by Deed of C Marz Holdings, LLC recorded in the Office of the Register of Deeds for Richland County simultaneously herewith.

Inquiry: Detail Inquiry

CSR: jposton

M N D Properties LLC Congaree State Bank 2131 Park St Columbia, SC 29201 Frelds Data BALANCE INFORMATION \$646,132.68 Current principal balance Interest accrued \$2,745 17 Late charge balance \$3,566 89 \$652,444.74 Payoff amount 119.355065 Daily interest (Per Diem) Product Commercial RE CAYCE Branch Active Account status Current Information Current rate 6 65000% Current rate date 8/22/08 Interest accrual method SI - bal * rate / 360 (actual) Date of last credit 9/21/10 Interest paid to date 9/21/10 Interest payment frequency Monthly Principal payment frequency | Monthly Due date 10/21/10 Days late Amount due \$9,758 66 Amount past due \$3,566 89 Excess regular prnt paid \$0.00 Original/Renewal Info 8/22/08 Date opened Maturity date 8/21/13 Original disbursement amount \$700,000 00 Term in months 60 Number of payments 60 21 Regular payments paid \$6,191 77 Total payment amount General Information Note commitment amount \$700,000 00 \$0.00 Undispursed amount CIF guidance line Officer Jim Poston Collateral code R/E (1-4 Fam) 1st Lien Non-Own Collateral Description 12 residential Ū FDIC code Call code 1c (2)a. Closed-end 1-4 family Fair Lending Act Not applicable Old note number \$36,994 69 Interest paid this year \$45,992 00 Interest paid last year Times renewed

Bank: 354 Application: 60 Account: 400105800

Date: 10-14-2010 @ 11:11:21 Page 1

1

Times extended

Inquiry: Detail Inquiry

CSR: jposton

M N D Properties LLC 2131 Park St		Congaree State Bank	
Columbia, SC 29201			
Number of payments extended	0		
Times late 10 days	14		
Times late 30 days	5		
Times late 60 days	0		
Times late 90 days	0		

Bank: 354 Application: 60 Account: 400105800

Date: 10-14-2010 @ 11:11:21 Page 2

		stern Systems, Inc., St. Cloud, SNY Feem ASCO-RESS-SC		mony
	Post passing states what	jcym miencial real entylty phychbyty grythwychry dry	PRO FILIS, FREME, FRA DE VI. USS. MICHAET FO	COMMENTARION - LONG 1.01.01
	Together with all rig diversion payments of structures, fixtures, a	insat) ins, easements, appurtenances, roy, ir, third party payments made to o ind replacements that may now, or at as "Property"). The term Property a irs, reservoir sites and dams located rever established	rop producers, and all ex any time in the future, be leo includes, but is not lim	nd gas rights, crops, timber, sill isting and future improvements, part of the real estate described and to, any and all water walls.
	.,,,	(County)	Columbia S	outh Carolina 29203
	described property.	exhibit "A"		properties
2	MORTGAGE. For good	d and valueble consideration, the recessor defined), Mortgager grants,	alpt and sufficiency of what	th is acknowledged, and to secure
	LENDER	Congaree State Bank P O. Box 3018 West Columbia, SC 29171		
	'(Refer to the Addendum which is at	teched and incorporated her	ein for additional Mortgagora.
	MORTGAGOR	M N D Properties, LLC 2131 Park Street Columbia, SC 29201-1111		
1.	DATE AND PARTIES are as follows	The date of this Mortgage isQ8/:	22/2008	and the parties and their addresses
REAL ESTATE MORTGAGE (With Future Advance Clause)				
	State of S	outh Carolina	Space Above This Lin	e For Recording Data
		west formanie, of \$31/1		
	This document was	prepared by (name, address, phona): Congaree State Bank P O Box 3018 West Columbia, SC 29171	2006/08606 Alchard W Rodden	Richland County ROO
			Book 1458-1630 2008088508 08/28/2008 18/08/41 1 Fee \$18.08 County Fax \$0 60	47 Nortgage 7 State Tinz \$0.00
			COUR ISSUES FOR	

- 3 MAXIMUM OBLIGATION LIMIT. The total process) amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 1,400,000 on . This limitation of amount does not include interest, loss charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances for interest accrued on such advances) made under the terms of this Mortgage to protect Lander's security and to perform any of the covenants contained in this Mortgage Interest under the Note will be deferred, accrued or capitalized, however, Mortgages shall not be required to defer, accrue or capitalize any interest except as provided in the Note. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing
- 4 SECURED DEFINED The term "Secured Debt" includes, but is not limited to, the following:
 - A The promissory note(s), combact(s), guaranty(iss) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt) (s.g., borrower's name, note amount, interest rate, metunty date).

One note of even date in the principal amount of 700,000.00 with final payment due 08/21/2013

B All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not the Mortgage is specifically referred to in the evidence of debt.

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- C. All obligations Mortgegor owes to Lander, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgegor and Lender.
- All additional sums advanced and expenses incurred by Lander for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lander under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt

If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender falls, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender falls to give any required notice of the right of rescission.

- 5 PAYMENTS. Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage
- WARRANTY OF TITLE. Mortgagor covenants that Mortgagor is iswfully selzed of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.
- 7. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impain the Ben of this Mortgago. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.
- 8. PRIOR SECURITY INTERESTS With regard to any other mortgage, deed of trust, security agreement or other flen document that created a prior security interest or ancumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:

 - A. To make all payments when due and to perform or comply with all covenants.

 8 To promptly deliver to Lander eny notices that Mortgagor receives from the holder.

 C Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender. consents in writing.
- 9. DUE ON SALE OR ENCUMBRANCE Lander may, at its option, declare the entire beliance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C F R 591), as applicable For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.

- 10. TRANSFER OF AN INTEREST IN THE MORTGAGOR If Mortgagor is an antity other than a ristural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold or transferred; (2) there is a change in either the identity or number of members of a partnership or similar entity; or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity. However, Lander may not demand payment in the above situations if it is prohibited by law as of the date of this Mortgage
- 11. ENTITY WARRANTIES AND REPRESENTATIONS. If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to (ender the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:

 A Mortgagor is an entity which is duly organized and validly existing in the Mortgagor's atate of incorporation (or organization). Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as

- splicable, is qualified to do so in each state in which Mortgagor operates.

 The execution, delivery and performance of this Mortgagor operates.

 The execution, delivery and performance of this Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.

 Other than disclosed in writing Mortgagor has not changed its name within the last ten years and has not used any other trade or fictatious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is
- 12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repaire that are reasonably necessary Mortgagor will give Lender prompt notice of any loss or damage to the Property Mortgagor will keep the Property free of noxidue weeds and grasses. Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Mortgagor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Mortgagor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agraement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Mortgago. Mortgagor shall not pertition or subdivide the Property without Lander's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

13. AUTHORITY TO PERFORM. If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, security agreement or other ten document that has priority over this Mortgage, Lander may, without notice, perform the duties or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. If any construction on the Property is discentificated or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction.

Lander's right to perform for Mortgagor shall not create an obligation to perform, and Lander's fallure to perform will not preclude Lander from exercising any of Lander's other rights under the law or this Mortgage. Any amounts paid by Lander for insuring, preserving or otherwise protecting the Property and Lander's security interest will be due on damend and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Dabt

14. ASSIGNMENT OF LEASES AND RENTS Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional escurity all the right, this and interest in the following (Property).

A Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases)

Rents, leases and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, rest astate taxes, other applicable taxes, insurance premium contributions, Equidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgegor may have that in any way pertain to or are on account of the use or occupancy of the whole of any part of the Property (Rents).

in the event any item listed as Lasses or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement

Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents to long as Mortgagor is not in default, Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive

any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landfords and tenants Mortgagor, at its sole cost and expense, will keep, observe and perform, and options all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or falls to observe any applicable law, Mortgagor will promptly notify Lender If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lendar's option, enforce compliance.

Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lander's consent. Mortgagor will not assign, compromise, subordinate or encumber this Leases and Rents without Lander's prior written consent. Lander does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lander acts to manage, protect or preserve the Property, except for losses and damages due to Lander's gross nagingance or intentional torts. Otherwise, Mortgagor will indemnify Lander and hold Lander harntless for all liability, loss or the transaction may increase any of its remardless accepts the party children the Lander. incur when Lander opts to exercise any of its remedles against any party obligated under the Leases.

- 16 CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

- 16. DEFAULT. Mortgager will be in default if any of the following occur

 A Any party obligated on the Secured Debt falls to make payment when due.

 8 A presch of any term or covenant in this Mortgage, any prior mortgage or any construction loan agreement. ascurity agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt.
 - The making of furnishing of any verbal or written representation, statement or warranty to Lender that is false or

 - C The making of furnishing of any verbal or written representation, statement or warranty to Londar that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt.
 D The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any person or entity obligated on the Secured Debt;
 E A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired.
 F A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Landar in its opinion believes impairs the value of the Property or repayment of the Secured Debt, or
 G. Any loan proceeds are used for a purpose that will committee to excessive erosion of highly erodible land or to the conversion of wedends to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G. Exhibit M. G. Exhibit M.
- 17. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lander to provide Mortgagor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these imitations, if any, Lander may accelerate the Secured Dabt and foreclose this Mortgage in a manner provided by law if this Mortgager is in default

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences of debt, this Mortgage and any related documents. All remedies are distinct, cumulative and not excitative, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or pertial payment on the Secured Debt after the belance is due or is accelerated or after foreolegure proceedings are filed shall not constitute a walver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not walve Lender's right to later consider the event a default if it continues or happens again.

- 18. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, EXPENSES: ADVANCES ON COVENANTS: ATTORNEYS' FEES: COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expanses if Mortgagor breaches any covenant in this Mortgago Mortgagor will also pay on demand all of Lender's expanses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Lender in respect to the Property Mortgagor agrees to pay all coats and expenses incurred by Lender in enforcing or protecting Lender's rights and remedias under this Mortgagor including, but not limited to, attorneys' fees, court costs, and other legal expanses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Mortgagor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.
- 18 ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) "Environmental Law" masns, without limitation, the Comprehensive Environmental Response, Comprehension and Liability Act (CERCLA, 42 U S C 9801 et seq.), all other tederal, state and local laws, regulations, ordinances, court orders, attorney general opinions or enterpretive letters appearance the makes have required to the control of the control enterpretive letters concerning the public health, safety, walfare, environment or a hazerdous substance, and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contemment which has

characteristics which rander the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous wests" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing

A No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance

with all applicable Environmental Law

B. Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the C Mortgegor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgegor will take all necessary remedial

action in accordance with Environmental Law.

Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazerdous Substance located on, under or about the Property, or (2) any violation by Mortgagor or any tenant of any Environmental Law Mortgagor will immediately notify Lander in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding, in such an event, Lender has the right, but not the obligation, to participate in any such proceeding. including the right to receive copies of any documents relating to such proceedings.

Mortgagor and every tenant have been, are and shell remain in full compliance with any applicable Environmental

There are no underground storage tanks, private dumps or open walls located on or under the Property and no such tank, dump or wall will be added unless Lender first consents in writing

Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and compiled

Mortgagor will permit, or cause any tenant to permit, Lander or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property, (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

Upon Lender's request and at any time. Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under the section at

Mortoagor's expense

- Mortgager's expense
 As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgager
 will indemnify and hold Lander and Lander's successors or assigns humiless from and against all losses, claims,
 demands, liabilities, damages, cleanup, response and remediation costs, penelties and expenses, including
 without limitation all costs of litigation and attorneys' fass, which Lander and Lander's successors or assigns may
 sustein; and (2) at Lander's discretion, Lander may release this Mortgage and in return Mortgagor will provide
 Lander with colleteral of at least equal value to the Property secured by this Mortgage without projudics to any of Lender's rights under this Mortgage
- E. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Lendar or any disposition by Lendar of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 20, CONDEMNATION. Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public CONDEMNATION. Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any essements, through condemnation, aminent domain, or any other means. Mortgagor further agrees to notify Lender of any proceedings instituted for the establishment of any sawer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim Mortgagor assigns to Lender the proceeds of any award or claim for demages corrected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Mortgage. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. INSURANCE. Mortgagor agrees to maintain insurance as follows:

A Mortgagor shall keep the Property insured against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location. Other hazards and risks may include, for example, coverage against loss due to floods or flooding. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding three sentences can change during the term of the Secured Debt. The insurance carrier providing the Insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor falls to maintain the coverage described above. I evider may set I applied any account to protect I evider's violate in the Property. described above, Lander may, at Lander's option, obtain coverage to protect Lander's rights in the Property according to the terms of this Mortgage

All insurance policies and renewals shall be acceptable to Lendar and shall include a standard "mortgage clause" and, where applicable, "lender loss payes clause." Mortgagor shall immediately notify Lendar of cancellation or the insurance Lendar shall have the right to hold the policies and renewals if Lendar requires, Mortgagor shall immediately give to Lendar all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lendar. Lendar may make proof of loss if not made immediately by Mortgagor.

CONTRACTOR OF 1994, 2001 Banking Systems, Inc., St. Cloud, MM Farm AGCO-RESI-9C 1/21/2003

Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property demaged if the restoration or repair is economically feasible and Lender's security is not lessaned. If the restoration or repair is not economically feasible or Lender's security would be lessaned, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Mortgagor if Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restors the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given

Unless Lander and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postponel the due data of scheduled payments or change the amount of the payments if the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims erising from any accident or occurrence in or on the Property.

C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required ascrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender

- 22. NO ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow
- 23. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgager will provide to Lender upon request, any financial statement or information Lender may deam necessary. Mortgager warrants that all financial statements and information Mortgager provides to Lander are, or will be, accurate, correct, and complete. Mortgager agrees to sign, deliver, and file as Lander may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, contains, and preserve Mortgager's obligations under this Mortgages and Lender's lien status on the Property. If Mortgager falls to do so, Lender may sign, deliver, and file such documents or certificates in Mortgager's name and Mortgager hareby irravocably appoints Lender or Lander's agent as attorney in fact to do the things necessary to comply with this section.
- 24. JOINT AND INDIVIDUAL LIABILITY, CO-SIGNERS, SUCCESSORS AND ASSIGNS BOUND. All duties under this Mortgage are joint and individual. If Mortgagor signs this Mortgage but does not sign the Evidence of Debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally fable on the Secured Debt. Mortgagor agrees that Lender end any party to this Mortgagor may extend, modify or make any change in the terms of this Mortgago or the Evidence of Debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Mortgagor. The duties and benefits of this Mortgage shall bind and benefit the successors and assigns of Mortgagor and Lender.

if this Mortgage secures a guaranty between Lender and Mortgagor and does not directly secure the obligation which is guarantied, Mortgagor agrees to waive any rights that may prevent Lander from bringing any action or claim against Mortgagor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws

- 25, APPLICABLE LAW, SEVERABILITY; INTERPRETATION. The Mortgage is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Mortgage is complete and fully integrated. This Mortgage may not be amended or modified by oral agreement. Any section or clause in this Mortgage, stackments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of the Mortgage cannot be enforced according to its terms, that section or clause will be severed and will not effect the enforcesbility of the remeinder of this Mortgage. Whenever used, the singular shell include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage, Time is of the essence in this Mortgage.
- 26 NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be desired to be notice to eli mortgagors.
- 27 WAIVER OF HOMESTEAD. Except to the extent prohibited by law, Mortgagor warves all homestead exemption rights relating to the Property

r del de tra	ig to the Property		
28 U.C.C	. PROVISIONS: If checked, the following are applicable to, but do not limit, this Mortgage.		
	Construction Loan. This Mortgage secures an obligation incurred for the construction of Property	f en improven	ient on the
	Fixture Filing Mortgagor grants to Lander a security interest in all goods that Mortga future and that are or will become fixtures related to the Property.	iger owns nov	v or in the
□	Crops; Timber, Minerals; Rents, Issues and Profits. Mortgagor grants to Lerider a sect timber, and princeals located on the Property as well as all rents, Issues, and profits of limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments programs (all of which shall also be included in the term "Property")	f them include and similar go	n all crops, ng. but not vernments)
5¢6	© 1294, 2001 Sarkum Syntams, Inc., St. Cloud MM Form AGOD-RESI-SC 1/21/2003	<i>አ</i> ታፒኒ) ຼ	M

	Personal Property Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper; general intengibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" spacifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
	Filing As Financing Statement. Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient as a financing statement
29. OTHE	R TERMS If checked, the following are applicable to this Mortgage
	Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero belence, this Mortgage will remain in effect until released.
X	Walver of Appraisal Rights. The laws of South Carolina provide that ii) any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may, within thirty days after the sale of the mortgaged property, apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.
	Separate Assignment. The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Section.
	Additional Terms
attachn	Es By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any sens. Mortgagor also acknowledges receipt of a copy of this Mortgago on the date stated above on Page 1 as authority was granted to the parties signing below by resolution signed and dated.
	OS/22/2008 (See Description of Control of Co
(Witness)	Witness Substantial Mortgagors, signatures and incorporated herein for additional Mortgagors, signatures and signa
වරුමේ	* to 1894, 2001 Bankars Systems, Inc., St. Cloud, MM Perm AGCO-RESI-SC; 1/21/2003 (PSGS 7 of 8)

PROBATE. STATE OF _	South Carolina	, COUNTY OF Richland	} } ss
Mortgeger (ar	appeared before me the undersigned witness nd each Mortgagor if more than one) argn, see or witness whose name appears as a witness, v	I and deliver the foregoing Mortgage a	aid that (s)he saw the nd that (s)he, togethe
Sworn to end	subscribed before me this 22nd day	, r.	
Davis	Land Boston	May Evans D	احبُ
My commessio	on expires / 1/2011		

MUD " WILL

Exhibit A

All that certain condominum unit, together with all the rights, privileges and undivided interest in the common elements appertaining thereto, situate, lying and being in the County of Richland, State of South Carolina, designated as Unit No. 111 Building F. Creekside at Huntington Horizontal Property Regime, a Horizontal property regime established pursuant to the South Carolina Horizontal Property Act, Section 27-31-10, et seq., SC Code of Laws of 1976, as amended, and submitted by Master Deeds and Exhibits recorded in the Office of the Register of Deeds for Richland County in Deed Book D-731 at page 741

This being the same property conveyed to MND Properties, LLC by Deed of The Master in Equity for Richland County recorded May 3, 2007 in the Office of the Register of Deeds for Richland County in Book 1309 at page 3885.

TMS# 16939-04-32

Property Address 111F Franz Place Columbia, SC 29223

Apartment Unit 23-A in Woodland Terrace Horizontal Property Regime located near the City of Columbia, County of Richland, State of South Carolina, a horizontal property regime established pursuant to the South Carolina Horizontal Property Act, Section 27-31-10, et seq., SC Code of Laws of 1976, as amended, and submitted by Master Deeds dated March 31, 1983, with appeared By-laws and Exhibits including plat and plot plans which master Deed in By-Laws are recorded in the Clerk of Court for Richland County in Book of Deed D-643 at page 792, et seq. The Master Deed By-Laws, plot plan and plat above menhoned and the records thereof are incorporated herein and by tins reference made a part hereof.

This being the same property conveyed to MND Properties, LLC by Deed of SCP Holdings, LLC recorded January 25, 2007 in the Office of the Register of Deeds for Richland County recorded in Book 1276 at page 1030

TMS# 13883-02-08

Property Address, 23-A Withers Road Columbia, SC 29205

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carokina, the same being designated as Lot No. 3, Block "A" on Plat of North Crossing Subdivision, Phase I, by Cox and Dinkins, Inc. dated September 5, 1985 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 50 at Page 6666, the same being shown and delineated on a plat prepared for Steven P. James and Tanya B. James by Baxter Land Surveying Company, Inc. dated May 29, 1996 and recorded June 11, 1996 in the Office of Register of Deeds for Richland County in Plat Book 56 at Page 3482, reference being made to said latter plat for a more complete and accurate description of the property, be all measurements a little more or less.

This being the same property conveyed to MND Properties, LLC by Deed of Dedra Y. Hopkins recorded May 8, 2007 in the Office of the Register of Deeds for Richland County in Record Book 1311 at Page 1888.

TMS # 23009-05-01

Property Address, 10 North Crossing Ct. Columbia, SC 29229

All that piece, parcel or lot of land, with any and all improvements thereon, lying and being situate in the County of Richland, State of South Carolina, and being shown and designated as Lot 15, Block A, Folkestone Parcel B, on a Plat prepared for Scott T Nelson by BP Barber and Associates, Inc., dated April 18, 1994 and recorded in Plat Book 55 at Page 2286 Reference to said plat is hereby made for a more complete and accurate description as to the metes and bounds

This being the same property conveyed to MND Properties, LLC by The Master in Equity for Richland County recorded in the Office of the Register of Deeds for Richland County in Book 1230 at page 1226

TMS# 17213-05-49

Property Address 615 Folkstone Road, Columbia, SC 29223

All that certain piece, parcel lot or land, with all improvements thereon, situate on the Southwestern side of Crane Church Road, north of the City of Columbia, in the County of Richland, State of South Carolina and being shown and designates as Lot No Forty-one-E (41-E) of Block A on plat of Section 3 Lincolnshire by McMillian Engineering Company, May 29, 1970, and recorded in the Office of the ROD for Richland County in Plat Book X, at Page 1173

This being the same property conveyed to MND Properties, LLC by Deed of The Master in Equity for Richland County recorded August 18, 2006 in the Office of the Register of Deeds for Richland County in Book 1219 at page 7941

TMS# 11903-03-15
Property Address. 504 Crane Church Road Columbia, SC 29203

All that certain condominant unit, lying and being in the County of Richland, State of South Carolina, being shown and designated as Unit No. 102, in the Village Creek Horizontal Property Regime, Phase II as shown on plans and specifications attached to the Master Deeds of Village Creek Horizontal Property Regime dated March 22, 1985, cresting Village Creek Horizontal Property Regime, under the provisions of the Horizontal Property Regime Act of South Carolina Code of Lawa, 1976, recorded in the Office of the Register of Deeds for Richland County in Deed Book D734 at page 400, as smeaded, recorded in Books 741 at page 422, D750 at page 245; and D781 at page 268

This being the same property conveyed to MND Properties, LLC by Deed of The Master in Equity for Richland County recorded July 5, 2007 in the Office of the Register of Deeds for Richland County in Book 1333 at page 1

TMS# 06181-01-11 Property Address. 4002 Villags Creck Drive Umt 102 Columbia, SC 29212

All that certain tract or parcel of land, state of South Carolina, being more fully shown and delineated as Lot 14 of Block "C" as shown upon a plat of Mouncello Terrace by W. S. McCrady, recorded in Plat Book F at Page 71 and also shown upon a plat prepared for Thomas M. Barker and Harnet D. Barker by Issac B. Cox & Son, Inc., dated May 24, 1977, and having the following measurements, to writ. On the North by Lot 3, Block "C", measuring thereon Fifty (50') feet; On the Bast by Lot 13, Block "C", measuring thereon on Fifty (50') feet; and on the West by Lot 15, Block "C", measuring thereon One Hundred Fifty (150') feet; on the South by Hanover Street, measuring thereon Fifty (50') feet; and on the West by Lot 15, Block "C", measuring thereon One Hundred Fifty (150') feet.

This being the same property conveyed to MND Properties, LLC by Deed of Alison Shelton recorded October 11, 2007 m the Office of the Register of Deeds for Richland County in Deed Book 1365 at page 3525

TMS# 09212-16-13 Property Address. 307 Hanover Avenue Columbia, SC 29203



This document was prepared by (name, address, phone)

Congaree State Bank F.O. Box 3018 West Columbia, SC 29171 Book 1458-1630 200866608 08282008 16 08-41-147 Fee \$16 00 County Tax \$0.00 State Ta

Mortgage

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PRINCIPAL PRINCI

Space Above This Line For Recording Data - State of South Carolina — REAL ESTATE MORTGAGE (With Future Advance Clause) ____ and the parties and their addresses 1. DATE AND PARTIES. The date of this Mortgage is __08/22/2008____ are as follows. M N D Properties, LLC 2131 Park Street Columbia, SC 29201-1111 MORTGAGOR Refer to the Addendum which is attached and incorporated herein for additional Mortgagors. Congaree State Bank LENDER: P.O. Box 3018 West Columbia, SC 29171 2. MORTGAGE For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, conveys and mortgages to Lander the following described property. see attached exhibit "A" Richland (County) ___at 7 properties The property is located in. Columbia (City) _ , South Carolina _ (Address) Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, tumber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, atructures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells,

activities, fortures, and replacements that may now, or at any limited to lead to a post of the above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, detches, reservoirs, reservoirs are and dams located on the real estate and all riperian and water rights associated with the Property, however established.

ABOTTS CHARGING - ARRICALTURA (CARMAMERICAL REAL ESTATE SECURITY HIS THOMEST AND FOR HIMA, FILLAN TALUE, AND NOT FER COASUMER PURPOSES

C 1984, 2001 Bushum Systems, Inc., St. Cloud MM Form ASCO RES-SC 1/21/2003





- MAXIMUM OBLIGATION LIMIT The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 1,400,000 eq.

 This important of amount does not include Interest, ioan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage, interest under the Note will be deferred, accrued or capitalized, however, Mortgage shall not be required to defer, accrue or capitalize any interest except as provided in the Note Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or pert may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.
- 4. SECURED DEBT DEFINED. The term "Secured Debt" includes, but is not limited to, the following:

 A The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, ranewals, modifications or substitutions (Evidence of Debt) (a g x borrower's name, note amount, interest rate, maturity data):

One note of even date in the principal amount of 700,000 oo with final payment due 08/21/2013

6 All future advances from Lander to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt

C All obligations Mortgager owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrefts relating to any deposit account agreement between Mortgager and Lender.

Mortgagor and Lander

D. All additional sums advanced and expenses incurred by Lander for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.

E Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

if more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgago will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lander fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lander fails to give any required notice of the right of rescission.

- 5. PAYMENTS Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.
- 6. WARNANTY OF TITLE Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to grant, bergain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record
- 7. CLAIMS AGAINST TITLE Mortgagor will pay all taxes, assessments, liens, ancumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due end the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Mortgago. Mortgagor agrees to assign to Lander, as requested by Lander, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.
- 8 PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lian document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:

A To make all payments when due and to perform or comply with all covenants.

B To promptly deliver to Lender any notices that Mortgagor receives from the holder.

- C Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.
- 9 DUE ON SALE OR ENCUMBRANCE. Lander may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any iten, encumbrance, transfer, or sale, or contract for any of these on the Property However, if the Property Includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 581), as applicable For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full end this Mortgage is released.

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- 10 TRANSFER OF AN INTEREST IN THE MORTGAGOR, if Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold or transferred; (2) there is a change in either the identity or number of members of a partnership or similar entity, or (3) there is a change in pwnership of more than 25 percent of the voting stock of a corporation or similar entity. However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Mortgage
- 11 ENTITY WARRANTIES AND REPRESENTATIONS, if Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall

be continuing as long as the Secured Debt remains outstanding

A. Mortgegor is an entity which is duly organized and velicity existing in the Mortgegor's state of incorporation (or Mortgagor is an antity which is duly organized and validly existing at the mortgagor's state or incorporation for organization). Mortgagor is in good standing in all states in which Mortgagor transacts business Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates. The execution, delivery and performance of this Mortgagor operates. The execution, delivery and performance of this Mortgagor by Mortgagor and the obligation evidenced by the Evidence of Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not volate any provision of law, or order of court of governmental agency. Other than disclosed in writing Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will messarva its existing name, trade names and franchises until the Secured Debt is

- any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied
- 12 PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will give Lander prompt notice of any loss or damage to the Property Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property Mortgagor will comply with all lend the ments and restrictions, whether with recreating the benefit of the year of the Property. Mortgagor with all legal requirements and restrictions, whether public or private, with respect to the use of the Property Mortgagor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Mortgage. Mortgagor shall not pertition or subdivide the Property without Lender's prior written consent Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable the for the purpose of inspecting the Property Any Inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Landar's inspection.

13 AUTHORITY TO PERFORM. If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, security agreement or other lies document that has priority over this Mortgage, Lender may, without notice, perform the duties or cause them to be performed. Mortgager appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property This may include completing the construction.

Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's fallure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Mortgage. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

14. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, trile and interest in the following (Property)

A Existing or future leases, sublesses, judenses, guaranties and any other written or verbal agreements for the use

and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Lesses).

Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "lose of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intengibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any stam listed as Leases or Rents is determined to be personal property, this Assignment will also be

regarded as a security agreement.

Mortgagor will promptly provide Lender with copies of the Lasses and will cartify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgegor may collect, receive, ergoy and use the Rants so long as Mortgegor is not in default. Mortgegor will not collect in advance any Rents due in future lease periods, unless Mortgegor first obtains Lander's written consent. Upon default, Mortgegor will receive

any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs. Mortgagor will endorse and deliver any payments of Rents from the Property to Lender Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Mortgegor warrants and represents that no default exists under the Lasses, and the parties subject to the Lasses have not violated any applicable law on leases, licenses and landfords and tenants Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Leases defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender If Mortgagor naglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lendar's option, enforce compliance

Mortgagor will not sublet, modify, axtend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

- 15. CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS If the Property Includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development
- 16. DEFAULT. Mortgagor will be in default if any of the following occur:
 A Any party obligated on the Secured Debt falls to make payment when due;
 B. A breach of any term or covenant in this Mortgage, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt,

 - Description of the property of any verbal or written representation, statement or warranty to Lender that is false or incorrect in enyimaterial respect by Mortgagor or any person or entity obligated on the Secured Debt.

 Description of any debtor relief law to, Mortgagor or any person or entity obligated on the Secured Debt;

 E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt;

 E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt;

 A protect of the Property is Impaired.

 - F. A meterial adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impars the value of the Property or repayment of the Secured Debt, or
 - G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C FR. Part 1940, Subpart G. Exhibit M.
- 17. REMEDIES ON DEFAULT in some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Mortgage in a manner provided by law if this Mortgager is in default

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or snytime thereafter, in addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences of debt, this Mortgage and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lander is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lander of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a walver of Lander's right to require full and complete curs of any existing default. By not exercising any remedy on Mortgagor's default, Lander does not waive Lander's right to later consider the event a default if it continues or happens again

- 18 EXPENSES; ADVANCES ON COYENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Mortgage. Mortgagor will Mortgagor agrees to pay sil of Lender's expenses if Mortgagor breathes any coverent in this Mortgago. Mortgagor will also pay on demand all of Lender's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventiones, audits, inspections or other examination by Lender in respect to the Property. Mortgagor agrees to pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights and remedies under this Mortgage, including, but not limited to, attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Mortgage and Mortgagor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as parmitted by law
- 19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) "Environmental Law" means, without fimitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 950) at seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, walfare, environment or a hazardous substance, and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has

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characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:

No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance

with all applicable Environmental Law

Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property

C Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property, or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial and the property of the p

action in accordance with Environmental Law
Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or
proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2)
any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Landar in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding in such an event, Lender has the right, but not the obligation, to participate an any such proceeding

including the right to receive copies of any documents relating to such proceedings.

Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental

 F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
 Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all parmits, licenses or approvals required by any applicable Environmental Law are obtained and complied

Mortgagor will permit, or cause any tenent to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor

under the choics of the environmental engineer who will perform such audit is subject to Lender's approval to Lender. The choics of the environmental engineer who will perform such audit is subject to Lender's approval. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at

Mortgagor's expense.

Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all leases, claims, demands, liabilities, demages, claims, response and remediation costs, penalties and expenses, including without limitation all costs of hitigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain, and (2) at Lender's discretion, Lender may release this Mortgage and in return Mortgagor will provide Lander with collateral of at least equal value to the Property secured by this Mortgage without prejudice to any of

Lender's rights under this Mortgage. L. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any forsclosure or satisfaction of this Mortgage regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived

20. CONDEMNATION Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, aminent domain, or any other means. Mortgagor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, dritch, drainage, or other district relating to or binding upon the Property or any part of it. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Mortgago. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21 INSURANCE. Mortgagor agrees to maintain insurance as follows:

A Mortgagor shall keep the Property Insured against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location. Other hazards and risks may include, for example, coverage against loss due to floods or flooding. This insurance shall be maintained in the amounts and for the periods that Lander requires. What Lender requires pursuant to the preceding three sentences can change during the term of the Secured Dabt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheid. If Mortgagor falls to maintain the coverage described above, Lender's new, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Mortgage.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Mortgager shall immediately notify Lander of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagers shall immediately give to lander all conditions of policy carryings and renewals account lander all conditions. Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made smmediately by Mortgagor. mnd Wire Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessaned if the restoration or repair is not economically feasible or Lender's security would be lessaned, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Mortgagor if Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restors the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments if the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition

8 Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property

C Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount squal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender

- 22 NO ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow
- 23. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem necessary. Mortgagor warrants that all financial atterments and information Mortgagor provides to Lender are, or will be, accurate, correct, and complete. Mortgagor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under the Mortgage and Lender's lien status on the Property. If Mortgagor fails to do so, Lender may sign, deliver, and file such documents or certificates in Mortgagor's name and Mortgagor hereby irrevocably appoints Lender or Lender's agent as attorney in fact to do the things necessary to comply with this section.
- 24. JORNT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Mortgage are joint and individual, if Mortgagor signs this Mortgage but does not sign the Evidence of Debt, Mortgagor does so only to mortgage Mortgagor's Interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. Mortgagor agrees that Lander and any party to this Mortgage may extend, modify or make any change in the terms of this Mortgage or the Evidence of Debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Mortgage. The duties and benefits of this Mortgage shall bind and benefit the successors and assigns of Mortgagor and Lander.

If this Mortgage secures a guaranty between Lender and Mortgagor and does not directly secure the obligation which is guaranted, Mortgagor agrees to waive any rights that may prevent Lender from bringing any aution or claim against Mortgagor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws

- 25. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Mortgage is governed by the laws of the jurisdiction in which Lander is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Mortgage is complete and fully integrated. This Mortgage may not be amended or modified by oral agraement. Any section or clause in this Mortgage, statchments, or any agraement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Mortgage cannot be enforced according to its terms, that section or clause will be severed and will not affect the anforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.
- 26. NOTICE Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgager will be deemed to be notice to all mortgagers.
- 27 WAIVER OF HOMESTEAD. Except to the extent prohibited by law, Mortgagor waives all homestead exemption rights relating to the Property.

8		PROVISIONS. If checked, the following are applicable to, but do not limit, this Mortgage: Construction Loan. This Mortgage secures an obligation incurred for the construction of an improvement on the Property.
		Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
		Crops: Tiraber: Minerals: Rents, Issues and Profits. Mortgagor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governments) programs (all of which shall also be included in the term "Property").
	دک	

a	Personal Property. Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This ascurity interest includes all farm products, inventory, aquipment, accounts, documents, instruments, chattel paper, general intengibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices
٥	Filing As Financing Statement Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient as a financing statement
29 OTHE	TERMS. If checked, the following are applicable to this Mortgage
	Line of Credit The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero belance, this Mortgage will remain in effect until released
120	Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may, within thirty days after the sale of the mortgaged property, apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AY THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.
	Separate Assignment. The Mortgager has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.
	Additional Terms.
SIGNATURE attacher	S: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any ents Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1
☐ Acti	el authority was granted to the parties signing below by resolution signed and dated,
Signed, (Witness)	Sealed and delivered in the presence of: White Addendum which is attached and incorporated herein for additional Mortgagora, signatures and
	owledgm ents

(page 7 of 8)

PROBATE STATE OF	South Carolina	, COUNTY OF	Richland	} ss.
Mortgagor (and	appeared before me the undersigned wild each Mortgagor if more than one) si witness whose name appears as a wi	gn, seal and deliver the f	pregoing Mortgage and that	
Sworn to and	subscribed before me this22nd_	day		
Deline	tu & Bosewan	 May	Ears An	<u> </u>
My commission	Notary Public for South Caroline n expires: July 11, 2011			

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Exhibit A.

All that certain condominum unit, together with all the rights, privileges and undivided interest in the common elements appertaning thereto, situate, lying and being in the County of Richland, State of South Carolina, designated as Unit No. 111 Building F, Creekside at Huntington Horizontal Property Regime, a Horizontal property regime established pursuant to the South Carolina Horizontal Property Act, Section 27-31-10, et seq., SC Code of Laws of 1976, as amended, and submitted by Master Deeds and Exhibits recorded in the Office of the Register of Deeds for Richland County in Deed Book D-731 at page 741

This being the same property conveyed to MND Properties, LLC by Deed of The Master in Equity for Richland County recorded May 3, 2007 in the Office of the Register of Deeds for Richland County in Book 1309 at page 3885

TMS# 16939-04-32

Property Address 11/1F Friers Place Columbia, SC 29223

Apartment Unit 23-A in Woodland Terraco Horizontal Property Regime located near the City of Columbia, County of Richland, State of South Carolina, a horizontal property regime established pursuant to the South Carolina Horizontal Property Act, Section 27-31-10, et seq., SC Code of Laws of 1976, as amended, and submitted by Master Deeds dated March 31, 1983, with appenced By-laws and Exhibits including plat and plot plans which master Deed in By-Laws are recorded in the Clerk of Count for Richland County in Book of Deed D-643 at page 792, et seq. The Master Deed By-Laws, plot plan and plat above mentioned and the records thereof are incorporated herein and by this reference made a part hereof.

This being the same property conveyed to MND Properties, LLC by Deed of SCP Holdings, LLC recorded January 25, 2007 in the Office of the Register of Deeds for Richland County recorded in Book 1276 at page 1030.

TMS# 13883-02-08

Property Address: 23-A Withers Road Columbia, SC 29205

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, the same being designated as Lot No. 3, Block "A" on Plat of North Crossing Subdivision, Phase I, by Cox and Dinkins, Inc. dated September 5, 1985 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 50 at Page 6666; the same being shown and dehneated on a plat prepared for Steven P. James and Tanya E. James by Baxter Land Surveying Company, Inc. dated May 29, 1996 and recorded June 11, 1996 in the Office of Register of Deeds for Richland County in Plat Book 56 at Page 3482, reference being made to said latter plat for a more complete and accurate description of the property, be all measurements a little more or less.

This being the same property conveyed to MND Properties, LLC by Deed of Dedra Y. Hopkins recorded May 8, 2007 in the Office of the Register of Deeds for Richland County in Record Book 1311 at Page 1838.

TMS # 23009-05-01

Property Address. 10 North Crossing Ct. Columbia, SC 29229

All that piece, parcel or lot of land, with any and all improvements thereon, lying and being situate in the County of Richland, State of South Carolina, and being shows and designated as Lot 15, Block A, Folkestone Parcel B, on a Plat prepared for Soutt T. Nelson by BP Barber and Associates, Inc., dated April 18, 1994 and recorded in Plat Book 55 at Page 2286. Reference to said plat is hereby made for a more complete and accurate description as to the metes and bounds.

This being the same property conveyed to MND Properties, LLC by The Master in Equity for Richland County recorded in the Office of the Register of Deeds for Richland County in Book 1230 at page 1226.

TMS# 17213-05-49

Property Address. 615 Folkstone Road, Columbia, SC 29223

All that certain piece, parcel lot or land, with all improvements thereon, attract on the Southwestern side of Crane Chirch Road, north of the City of Columbia, in the County of Richland, State of South Carolina and being shown and designates as Lot No Forty-one-E (41-E) of Block A on plat of Section 3 Lincolnshire by McMillian Engineering Company, May 29, 1970, and recorded in the Office of the ROD for Richland County in Plat Book X, at Page 1173

This being the same property conveyed to MND Properties, LLC by Deed of The Master in Equity for Richland County recorded August 18, 2006 in the Office of the Register of Deeds for Richland County in Book 1219 at page 2941

TMS# 11903-03-16

Property Address 604 Crane Church Road Columbia, SC 29203

All that certain condomination unit, lying and being in the County of Richland, State of South Carolina, being shown and designated as Unit No. 102, in the Village Creek Horizontal Property Regime, Phase II as shown on plans and specifications attached to the Master Deeds of Village Creek Horizontal Property Regime dated March 22, 1985, cresting Village Creek Horizontal Property Regime, under the provisions of the Horizontal Property Regime Act of South Carolina Code of Laws, 1976, recorded in the Office of the Register of Deeds for Richland County in Deed Book D734 at page 400, as amended, recorded in Books 741 at page 422, D750 at page 245, and D781 at page 268

This being the same property conveyed to MND Properties, LLC by Deed of The Master in Equity for Richland County recorded July 5, 2007 in the Office of the Register of Deeds for Richland County in Book 1333 at page 1

TMS# 06181-01-11

Property Address 4002 Village Creek Drive Umt 102 Columbia, SC 29212

All that certain tract or parcel of land, situate, lying, and being in the City of Columbia, County of Richland, State of South Carolina, being more fully shown and definested as Lot 14 of Block "C" as shown upon a plat of Monncello Terrace by W. S. McCrady, recorded in Plat Book F at Page 71 and also shown upon a plat prepared for Thomas M. Barker and Harriet D. Barker by Issac B. Cox & Son, Inc., dated May 24, 1977, and having the following measurements, to writ. On the North by Lot 3, Block "C", measuring thereon Frity (50') feet; On the East by Lot 13, Block "C", measuring thereon One Hundred Frity (150') feet; on the South by Hanover Street, measuring thereon Frity (50') feet; and on the West by Lot 15, Block "C", measuring thereon One Hundred Frity (150') feet.

This being the same property conveyed to MND Properties, LLC by Deed of Alson Shelton recorded October 11, 2007 in the Office of the Register of Deeds for Richland County in Deed Book 1365 at page 3525

TMS# 09212-16-13

Property Address 307 Hanover Avenue Columbia, SC 29203

, .	• • •			Instrument Volume Pase 200808084820 DR 21 72
	'Fhis document wa	s prepared by (name, address, phone) Congaree State Bank P.O. Box 3016 West Columbia, SC 29171		2008000014820 Filed for Record in THERIXLE COUNTY, 50 2PANDY W MOSEE 08-27-2008 At 12:25 pm. HORTGAGE 0R Volume 21 Page 62 - 76
	State of	South Carolina	Space Above This	Line For Recording Date
			E MORTGAGE Advance Clause)	
1	. DATE AND PARTIE	S The date of this Mortgage is 08/2	12/2008	and the parties and their addresses
	MORTGAGOR	M N D Properties, LLC 2131 Park Street Columbia, SC 29201-1111		
		Refer to the Addendum which is att	ached and incorporated	hersin for additional Mortgagors
	LENDÉR:	Congaree State Bank P.O Box 3018 West Columbia, SC 29171		
2.	the Secured Debt (described property.	od and valuable consideration, the rece hereafter defined), Mortgegor grants, d Exhibit "A"	ipt and sufficiency of w bargains, conveys and	high is acknowledged, and to secure mortgages to Lender the following
	The property is locat	of in <u>Cherokee</u> (County)		304 Vermont Drive
	Together with all right diversion payments structures, fixtures, shows full referred to	direction of the control of the cont	op producers, and aff any time in the future, so includes, but is not	and gas rights, crops, timber, all existing and future improvements, be part of the real estate described limited to, any and all water wells.
		ALECCHMENCIAL REAL ESTATE SECURITY INSTRUMENT OUT F orners Systems, inc., St. Cloud, MN. Form AGCO-RESI-SC	•	T FOR CONSTINER PURPOSES OF THE CONSTI

Volume Past 21 63 Instrument 200300004826 OR

3. MAXIMUM OBLIGATION LIMIT. The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 1,400,000,00 This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage Interest under the Note will be deferred, accrued or capitalized, however, Mortgages shall not be required to defer, accrue or capitalize any interest except as provided in the Note. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

SECURED DEBT DEFINED. The term "Secured Debt" includes, but is not limited to, the following

A. The promissory note(s), contract(s), guaranty(les) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt) (e.g., borrower's name, note amount, interest rate, maturity date):

One note of even date in the principal amount of 700,000 00 with final payment due 08/21/2013

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promisery note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt

C All obligations Mortgagor owes to Lander, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between

Mortgegor and Lander

All additional sums advanced and expenses incurred by Lander for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any

Mortgage securing, guarantying, or otherwise relating to the debt

if more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required notice of the right of rescission

- 5. PAYMENTS. Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.
- 6. WARRANTY OF TELE. Mortgagor covenants that Mortgagor is lawfully selzed of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.
- CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, snoumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due Lender may require Mortgagor to provide to Lender rants, utilities, and other charges relating to the Property when our Lender may require workgager to provide to Lender copies of all notices that such amounts are due and the recepts evidencing Mortgager's payment. Mortgager will defend this to the Property against any claims that would impair the lish of this Mortgage. Mortgager agrees to assign to Lender, as requested by Lender, any rights, claims or defendes which Mortgager may have against parties who supply labor or materials to improve or maintain the Property.
- PRIOR SECURATY INTERESTS With regard to any other mortgage, dead of trust, security agreement or other ken document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees

 A To make all payments when due and to perform or comply with all covenants.

- A To make all payments when due and to perform or comply with all covenance.

 B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

 C. Not to make or permit any modification or extension of, and not to request or accept any future edvances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender
- DUE ON SALE OR ENCUMBRANCE, Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any iten, ancumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R 591), as applicable for the purposes of this section, the term "Property" elso includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.

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10. TRANSFER OF AN INTEREST IN THE MORTGAGOR If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor a sold or transferred; (2) there is a change in either the identity or number of members of a partnership or similar entity, or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity. However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Mortgage

11 ENTITY WARRANTIES AND REPRESENTATIONS. If Mortgagor is an entity other than a natural person (such as a

ENTITY WARRANTIES AND REPRESENTATIONS. If Mortgagor is an entity other than a natural parson (such as a corporation or other organization). Mortgagor makes to Lender the following warranties and representations which shell be continuing as long as the Secured Debt remains outstanding.

A. Mortgagor is an entity which is duly organized and validly existing in the Mortgagor's state of incorporation (or organization). Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.

B. The execution, delivery and performance of this Mortgagor operates.

B. The execution, delivery and performance of this Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental approval, and will not violate any provision of law, or order of court or governmental agency.

C. Other than disclosed to writing Mortgagor has not used.

C Other than disclosed in writing Mortgagor has not changed its name within the lest ten years and has not used any other trade or fletitious name. Without Lender's pilor written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is sausfied.

12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make Instruction of control in the structure and instructions. And instruction working or will keep the Property in good condition and make all repairs that are reasonably necessary Mortgagor will give Lender prompt notice of any loss or damage to the Property Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor will not initiate, join in or consent to any change in any private restrictive coverant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Mortgagor will comply with the linear contents and contents and contents and contents and contents and contents and contents. with all legal requirements and restrictions, whether public or private, with respect to the use of the Property Mortgagor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolets, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Mortgago. Mortgagor shall not pertition or subdivide the Property without Lender's prior written consent Lender or Lender's agents may, at Lender's option, enter the Property at any resconable time for the purpose of inspecting the Property. Any inspection of the Property shall be enterely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

13 AUTHORITY TO PERFORM. If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Mortgage, Lender may, without notice, perform the duties or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance, if any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction

Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lander from exercising any of Lender's other rights under the law or this Mortgage. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will beer interest from the date of the payment until peld in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

14. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all this right, title and interest in the following (Property)

A. Existing or future leases, subleases, licenses, guarantiles and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).

Rents, lesues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area meintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiume, "loss of rents" insurance, guest receipts, revenues, royalites, proceeds, bonuses, accounts, contract rights, general intengibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Lesses or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement

Mortgagor will promptly provide Leader with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lander's written consent. Upon default, Mortgagor will receive

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any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lander's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lander and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect. Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Leases defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance

Mortgagor will not sublet, modify, extend, cancel, or otherwise siter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lander's consent. Mortgagor will not essign, compromise, subordinate or excerniber the Leases and Rentz without Lander's prior written consent. Lender does not assume or become lifebie for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harniages for all liability, loss or damage that Lender may leave to the to exercise and of the connection approximately under this Leases. incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

- 75. CONDOMINIUMS: PLANNED UNIT DEVELOPMENTS If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development
- 18 DEFAULT Mortgagor will be in default if any of the following occur-

 - A Any party obligated on the Secured Debt fails to make payment when due,

 B A breach of any term or covenant in this Mortgage, any prior mortgage or any construction loan agreement. security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured
 - Dent;
 The making or furnishing of any verbal or written representation, statement or warranty to Lander that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt.

 D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any person or entity obligated on the Secured Debt.

 E. A good faith belief by Lander at any time that Lander is insecured or the value of the Property is insecured.

 - the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired.

 F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion balleves impairs the value of the Property or repayment of the Secured Debt, or G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C F R Part 1940, Subpart G. Exhibit M
- 17. REMEDIES ON DEFAULT. In some instances, federal and atste law will require Lender to provide Mortgagor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Mortgage in a manner provided by law if this Mortgagor is in default

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become At the opposit of Lander, all or any part of the agreed fees and charges, accrued therest and parable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences of debt, this Mortgage and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the belance is due or is accelerated or after foreclosure proceedings are filled shall not constitute a warver of Lender's right to require full and complete cure of any existing default. By the expression and integral and after the later existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

- 18. EXPENSES: ADVANCES ON COVENANTS: ATTORNEYS' FEES; COLLECTION COSTS Except when prohibited by law, Mortgagor agrees to pay all of Lander's expanses if Mortgagor breaches any covenant in this Mortgage Mortgagor will also pay on demand all of Lender's expanses incurred in collecting, Insuring, preserving or protecting the Property or in any inventories, audits, Inspections or other examination by Lander in respect to the Property. Mortgagor agrees to pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights and remedies under this Mortgage, including, but not limited to, attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Mortgage and Mortgagor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.
- 19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 at seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, sefety, welfere, environment or a hazardous substance, and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, poliutant or contaminant which has

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characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law, Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing.

A. No Hazardous Substance has been, is, or will be located, transported, menufactured, treated, refined, or handled for any present or under or about the Brospetty, except in the ordinary course of bitations and in affect compliance.

by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the

Property

C Mortgagor will immediately notify Lander if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property in such an event, Mortgagor will take all necessary remedial

action in accordance with Environmental Law.

D. Mortgager has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or wortgager riss to knowledge of or reason to believe there is any penuing or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property, or (2) any violation by Mortgagor or any tenent of any Environmental Law Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental

l aw.

There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing

Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and compiled

With.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property, (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law

I Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender's appropriate anytice who will perform such audit is subject to Lender's approval.

to Lander The choice of the environmental engineer who will perform such audit is subject to Lender's approval

Lander has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at

Mortgager's expense.

As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgager will indempify and hold Lender and Lender's successors or assigns harmless from and against all iceses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain, and (2) at Lender's discretion, Lender may release this Mortgage and in return Mortgagor will provide Lender with collected of at least equal value to the Property secured by this Mortgage without prajudice to any of ander's rights under this Mortgage.

Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall disposition by Lender of any or all of the Property Any claims and defenses to the contrary are hereby walved

20. CONDEMNATION. Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public antities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Mortgagor further agrees to notify Lender of any proceedings instituted for the establishment of any or any other means inortigagor further agrees to notify Lender or any proceedings instituted for the establishment of any sawer, conservation, ditch, drainage, or other district relating to or binding upon the Property or any pert of it Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Mortgagor assigns to Lender the propeeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Mortgage. This assignment of proceeds is subject to the terms of any prior mortgage, dead of trust, security agreement or other lien document.

21. INSURANCE, Mortgagor agrees to maintain insurance as follows:

A Mortgagor shall keep the Property insured against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location. Other hazards and risks may include, for example, coverage against loss due to floods or flooding. This insurance shall be maintained in the anounts and for the periods that tender requires. What Lender requires pursuant to the preceding three sentences can change during the property of t the term of the Secured Debt. The insurance career providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld if Mortgagor falls to maintain the coverage described above, Lander may, at Lender's option, obtain coverage to protect Lander's rights in the Property according to the terms of this Mortgage

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payer clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lander shall have the right to hold the policies and renewals. If Lander requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

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Unless Lander and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not Issuence, if the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Dabt, whether or not then due, with any excess paid to Mortgagor If Mortgagor abandors the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to sattle a claim, than Lender may collect the insurance proceeds. Lender may use the property of the Property of the Secured Date whether a proceeds to repair the Property of the Secured Date whether a proceeds to repair the Property of the Secured Date whether a proceeds to repair the Secured Date whether a proceeds to repair the Secured Date whether a proceeds to the secured Date whether a proceeds to repair the Secured Date whether a proceed to the secured Date whether a proceed Dat the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Mortgegor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Mortgegor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition

Mortgegor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the roperty

- Mortgegor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an emount equal to at least coverage of one year's debt service, and required ascrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.
- 22, NO ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lander funds for taxes and insurance in escrow
- 23, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgogar will provide to Lender upon request, any financial sustement or unconnation Lender may deem necessary. Mortgagor warrants that all financial statements and information. Mortgagor provides to Lender are, or will be, accurate, correct, and complete. Mortgagor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or cardifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Mortgage and Lender's lien status on the Property If Mortgagor fails to do so, Lander may sign, deliver, and file such documents or cartificates in Mortgagor's name and Mortgagor hereby irrevocably appoints Lender or Lander's agent as attorney in fact to do the things necessary to comply with this section. atatement or information Lander may deem necessary. Mortgagor warrants that all financial statements and information
- 24. JOHT AND INDIVIDUAL LIABILITY, CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND All duties under this Mortgage are joint and individual. If Mortgagor signs this Mortgage but does not sign the Evidence of Debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. Mortgagor agrees that Lander and any party to this Mortgage may extend, modify or make any change in the terms of this Mortgage or the Evidence of Debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Mortgage. The duties and benefits of this Mortgage shall bind and benefit the successors and against a filestoners and liables. and benefit the successors and assigns of Mortgagor and Lender

If this Mortgage secures a guaranty between Lender and Mortgagor and does not directly secure the obligation which is quarantied, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or class against Mortgagor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws

- 25. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Mortgage is governed by the laws of the jurisdiction in APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Mortgage is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Mortgage is complete and fully integrated. This Mortgage may not be amended or modified by oral agreement. Any section or clause in this Mortgage, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Mortgage cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the assence in the Mortgage. Mortgaga
- 26 NOTICE Unless otherwise required by law, any notice shall be given by delivering it or by making it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 27. WAIVER OF HOMESTEAD Except to the extent prohibited by law, Mortgagor waives all homestead exemption rights

g to the Property		
PROVISIONS. If checked, the following are applicable to, but do not limit, this Mortgage Construction Loan. This Mortgage secures an obligation incurred for the construction of Property	fan improvement on th	15
Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortga future and that are or will become fixtures related to the Property	gor owns now or in th	8
-tkar andineral- incread on the Property on well at 50 rects. ISSUES, 80/1 050105 01	them including, but no and similar governments	ai,
	Property Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgafuture and that are or will become foxtures related to the Property Crops, Timber; Minerals, Bents, issues and Profits. Mortgagor grants to Lender a secutimber, and mitherals located on the Property as well as all rents, issues, and profits of limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PiK) payments a programs (all of which shall also be included in the term "Property")	PROVISIONS. If checked, the following are applicable to, but do not limit, this Mortgage Construction Loan. This Mortgage secures an obligation incurred for the construction of an improvement on the Property Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in th future and that are or will become fixtures related to the Property Crops, Timber; Minerals, Bents, issues and Profits. Mortgagor grants to Lender a security interest in all crops timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but no limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governments programs (all) of which shall also be included in the term "Property")

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	Personal Property. Mortgagor grants to Lander a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intengibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
	Filing As Financing Statement Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient as a financing statement.
29. OTHE	R TERMS If checked, the following are applicable to this Mortgage
	Line of Credit. The Secured Debt includes a revolving line of credit provision. Aithough the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.
(2)	Weiver of Apprecial Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may, within thirty days after the sale of the mortgaged property, apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. The UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY
	Separate Assignment. The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersed this Security Instrument's "Assignment of Leases and Rents" section
	Additional Terms.
SIGNATUR attach	ES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any ments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1
☐ Ac	tusi suthority was granted to the parties signing below by resolution signed and dated
(Signaturi	Sealed and delivered in the presence of: Handy J. Bonem

5 1994, 2001 Benker Systems Inc., St. Cloud Mel. Form AGCO-REG-SC 1/21/2003